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JAN 25 11 32 AM '79DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
S and M CONSTRUCTION INC.  
A WASHINGTON CORPORATIONVERNER MILLER, AUDITOR  
DEPUTY  
368

This declaration, made on the date hereinafter set forth by S. and M Construction Inc., a Washington Corporation, hereinafter referred to as "Declarant".

Witnesseth:

BY EV  
DEPOSED BY \_\_\_\_\_

Where as, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described as:

Those portions of Tracts II, III, and IV of Morain Garden Tract, according to the Plat thereof recorded in Volume I of Plats, page 48 and of Plat F of Weisels Addition, according to the Plats thereof recorded in Volume I of Plats, page 47, all in Benton County Washington and being more particularly described as follows:

Commencing at the Southeast corner of said Tract II of Morain Garden Tracts and the true point of beginning, thence North 89 degrees 57 minutes 00 seconds West along the South line thereof, a distance of 832.60 feet to a point which lies South 89 degrees 57 minutes 00 seconds East, a distance of 155.00 feet from the Southwest corner of said Tract IV; thence North 0 degrees 27 minutes 30 seconds East, a distance of 229.96 feet to the beginning of a 205.00 foot radius curve to the left; thence Northwest along the arc of said curve through a central angle of 18 degrees 19 minutes 17 seconds, a distance of 65.01 feet; thence North 89 degrees 32 minutes 30 seconds West, a distance of 144.77 feet to a point on the West line of said Tract IV; thence North 0 degrees 27 minutes 30 seconds East, a distance of 17.39 feet to the Southeast corner of said Tract F of Weisels Addition; thence North 89 degrees 55 minutes 06 seconds West along the South line thereof, a distance of 165.05 feet to the Southwest corner of said Tract F; thence North 0 degrees 27 minutes 10 seconds East along the West line thereof, a distance of 190.00 feet; thence South 89 degrees 55 minutes 06 seconds East, a distance of 165.07 feet to a point on the West line of said Tract IV; thence North 0 degrees 27 minutes 30 seconds East, a distance of 122.40 feet to the Northwest corner of said Tract IV; thence South 89 degrees 59 minutes 05 seconds East, a distance of 987.69 feet to the Northeast corner of said Tract II of Morain Garden Tracts; thence South 0 degrees 27 minutes 30 seconds West, a distance of 625.39 feet to the true point of beginning.

Now, therefore, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are of the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

Matt G. - Worley Surveying Service Inc.  
1241-A Vista Way  
Kennewick WA 99336

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than the one single family dwelling not to exceed two stories in height and a private carport for one car or garage as a minimum number. The only exception to this provision is four duplexes and two six-plexes as noted on site plan which is attached hereto as Exhibit A.
2. The ground floor of the main structure, exclusive of one story open porches and carports, shall be not less than 888 square feet for a one story single family residence. Multiple units provided for above in item 1 shall be no less than 800 square feet per living unit.
3. No dwelling or other building shall be erected within 15 feet of the front lot line. No attached carport or garage shall be erected within 20 feet of the front lot line. No corner lots will have any structure nearer than 10 feet to any side street lot line. Buildings may be permitted to have a zero lot line on one side but a minimum of 5 feet must be allowed on the opposite side. No building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches which protrude past any setback line shall not be construed as a violation of said setback line. In the case of a zero lot line on one side of a dwelling, it is understood that said dwelling owner has a 5 foot easement on neighbor's property. This easement, however, is strictly for use during daylight hours and strictly for the purpose of home maintenance, such as repairs, painting, etc.
4. Easements for installation and maintenance of utilities and irrigation facilities are reserved as shown on final plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible. Fencing will be allowed over easement areas only if a 10 foot access gate is installed in easement areas for the ingress and egress of installation or maintenance vehicles.
5. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at anytime as a residence either temporarily or permanently.
7. No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period. An appropriate entrance marker is excepted therefrom.
8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

9. Lot owners shall have one year from the closing of any original home purchased to plant grass or otherwise satisfactorily landscape yards so that structure is not detrimental in appearance to surrounding homes.
10. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within six (6) months from date of start of construction except for reasons beyond builder's control in which case a longer period may be permitted.
11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
12. No individual water supply system shall be permitted on any lot.
13. There will be no prolonged repairing of automobiles allowed on the streets, or no junk or inoperative automobiles or boats, trailers, etc. allowed to sit on the streets; any of these items will have to be kept beside or behind the homes.
14. Secondary recreational vehicles such as boats and trailers shall not be allowed to be parked on any street or within the front yard setback areas of any lots within this subdivision.
15. There shall be no direct driveway access to West 10th Avenue from lots which abut West 10th Avenue.
16. The first floors, including any basements, within the designated flood plain, are to be elevated at least one foot above grade. Any buildings constructed on lots abutting the low point of a street shall be constructed so that any water which overflows a curb will not damage the structures.
17. These covenants may be changed at anytime in whole or in part by an instrument signed by 65 per cent of the lot owners.
18. Enforcements shall be by the proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
19. Declarant shall have the right to add or delete reasonable restrictions, covenants and conditions hereto at their absolute discretion until such time that 75 per cent of lots are sold.
20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then land owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
21. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

- 22. All fencing installed on Tenth Avenue by the developer as required by the City of Kennewick will be maintained by any and all future purchasers of Lot 6, Block 3 and all of Blocks 4 and 5.
- 23. All carports or garages may not be used or modified for living space.

S & M CONSTRUCTION, INC.

*Solomon Sylvan*  
 President

*Tommy J. Magelsen*  
 Secretary

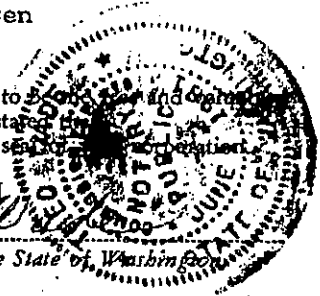
STATE OF WASHINGTON, }  
 County of Franklin } ss.

On this 9th day of January, 19 79, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Solomon Sylvan and Tom J. Magelsen to me known to be the President and Secretary, respectively, of

S&M Construction, Inc.  
 the corporation that executed the foregoing instrument, and acknowledged the said instrument to be his act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated he was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

*Thos W...*  
 Notary Public in and for the State of Washington  
 residing at Pasco



P-1362  
A-34000

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VOL 421 PAGE 747

FILED BY

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VERNA HILLER, AUDITOR  
DEPUTY  
RECORDED IN VOL 421

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CHECKED BY \_\_\_\_\_

AMENDMENT TO  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
S and M CONSTRUCTION, INC.  
A WASHINGTON CORPORATION

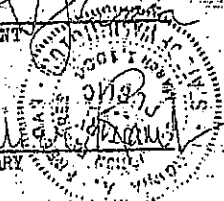
as recorded on Volume 368, Page 167, Benton County, Washington  
Parker Brothers Valley

24. Covenant Number 1 shall remain the same except for the following  
change:

Two 6-plexes as noted on the original site plan, Exhibit A,  
are hereby amended to allow a mini-storage unit instead as  
approved by the City Council on February 19, 1980.

S & M CONSTRUCTION, INC.

*Solomon Sylvan*  
PRESIDENT  
*Kelly Collier Raub*  
SECRETARY



TRANSAMERICA TITLE INSURANCE CO. K

STATE OF WASHINGTON, }  
County of BENTON } ss.

On this 07th day of APRIL, 1982, before me, the undersigned,  
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared  
SOLOMON SYLVAN and KELLY COLLIER RAUH  
to me known to be the President and Secretary, respectively, of  
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Witness my hand and official seal hereto affixed the day and year first above written.

*Virginia D. Allen*  
Notary Public in and for the State of Washington,  
residing at KERNEWICK

ACKNOWLEDGMENT, CORPORATION  
Form No. W-14



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*[Handwritten Signature]*  
 \_\_\_\_\_  
 President

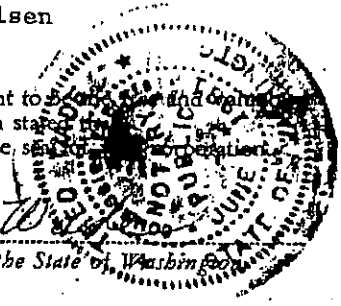
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S&M Construction, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



*[Handwritten Signature]*  
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VERMILION, WASH. APPLICANT  
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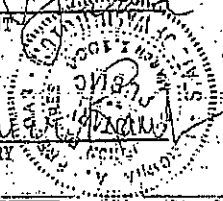
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*Virginia A. Heenan*  
Notary Public in and for the State of Washington,  
residing at KENNEDWICK